

RENTING AS A STUDENT: YOUR RIGHTS

FEBRUARY 2024



LAND ACKNOWLEDGEMENT

Community and Legal Aid Services Program (CLASP) recognizes that many Indigenous Nations have longstanding relationships with the territories upon which York University campuses are located that precede the establishment of York University. We acknowledge its presence on the traditional territory of many Indigenous Nations. The area known as **Tkaronto** has been care taken by the **Anishinabek Nation**, the **Haudenosaunee Confederacy**, and the **Huron-Wendat**. It is now home to many First Nation, Inuit and Métis communities. We acknowledge the current treaty holders, the **Mississaugas of the Credit First Nation**. This territory is subject of the Dish with One Spoon Wampum Belt Covenant, an agreement to peaceably share and care for the Great Lakes region.



TERMS WE'LL USE



Lease:

- An agreement between a landlord and tenant.
- Can be written, oral, or implied.
- Fixed-term lease: lasts a defined period of time
- Month-to-month lease: no defined period but continues until terminated
- Also "rental agreement" or "tenancy agreement."



Rental unit:

- The living space a tenant rents from the landlord
- Could be a house, apartment, or room, depending on the terms of the agreement



Residential Tenancies Act:

- The law which governs most rental housing in Ontario
- Also "the RTA"



Landlord and Tenant Board:

- The tribunal responsible for dealing with most disputes between landlord and tenants
- Also "the Board" or "the LTB"

WHAT LAWS PROTECT STUDENT TENANTS?

Residential Tenancies Act, 2006

- The Residential Tenancies Act, 2006 ("RTA") is the legislation that governs most renting in Ontario
- Any part of a lease that conflicts with the RTA is void- meaning it can't be enforced by the law.
- The Landlord Tenant Board (LTB) has exclusive jurisdiction over RTA matters

DOES THE RTA APPLY TO ME?

<u>IN</u>

- People who pay rent to a landlord in exchange for the right to live in a place:
 - House
 - Apartment
 - Condominium
 - Mobile home park
 - Rent-geared-to-income housing
 - Retirement homes
 - Rooming houses
 - Sometimes: motel rooms

OUT

- Most residences owned by colleges and universities.
- Tenants who share a kitchen or bathroom with the owner of the property.
- Hotels, prisons, hospitals, shelters.
- Roommates who are not on the lease
 (i.e. no contract with landlord)

LEASING UNDER THE RTA

Common clauses in leases that are void and cannot be enforced

Leases Automatically Renew



Fixed-term leases automatically renew as month-to-month leases at the end of the term, if no notice is given

A clause that states the tenant must leave after a year would be void and unenforceable



The Landlord Cannot Limit Payment Options

A clause that states that a tenant must pay by pre-paid cheque or by direct deposit is void and unenforceable



Maintenance is the Landlord's Responsibility

A clause that states that the tenant must pay for repairs is void and unenforceable.

A maintenance "deductible" is also void and unenforceable.



Credit Check

According to s. 10 of the *RTA*, a prospective landlord can request any financial information to assess a tenant's application.

A landlord must obtain written consent from the tenant before performing a credit check.



No Pets

A clause prohibiting pets in a unit is void and unenforceable. However, there is an exception for Condominiums.

WHAT RIGHTS DO STUDENTS HAVE WHEN LOOKING FOR AN APARTMENT?

Prospective landlords can ask personal questions:

- Where is your current residence?
- What's your rental history?
- Can I have references?
- How much money do you make?
- Can I have a credit report?
- And lots more...

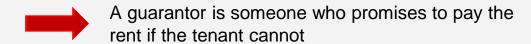
But: landlords CANNOT discriminate against you

The *Human Rights Code* prohibits landlords from discriminating on the basis of:

- Race, ancestry, place of origin, ethnic origin, colour, citizenship
- Creed
- Sex or sexual orientation, gender identity or gender expression
- Age
- Marital status, family status
- Disability
- Receipt of public assistance

If there is evidence that landlord rejected a rental application for one of these reasons, the Human Rights Tribunal of Ontario can award compensation.

STUDENTS AND GUARANTORS



Landlords CAN require a prospective tenant to have a guarantor

This demand must be based on the prospective tenant's credit score or income

Requiring a guarantor based on specific characteristics (ex. Age or nationality), may be discrimination contrary to the code

Requiring the guarantor to have a local credit history/bank account may not be discriminatory

Once a lease is signed, a guarantor has a *contractual* relationship with the landlord

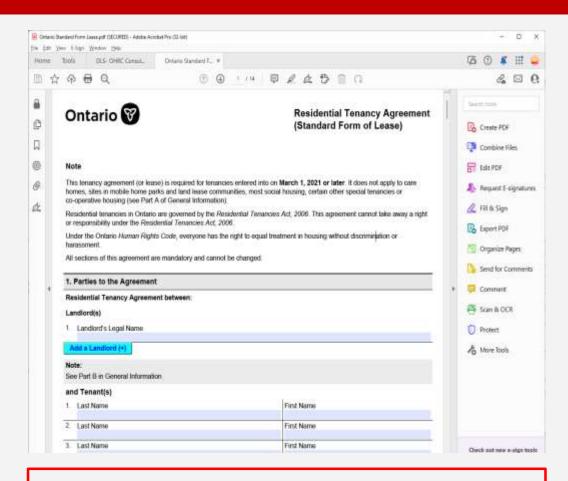
This relationship is not covered by the RTA

Claims against a guarantor must be made through the Small Claims Court

Landlords cannot pursue guarantors in court unless the tenant has already been found liable by the LTB

LOOKING OVER YOUR LEASE

- Landlords renting under the RTA are technically required to use the Ontario Standard Form Lease
- A tenancy is still valid if there is no written lease, or a non-standard lease.
- However: will generally be to your advantage to have a standard lease in writing.
 - Tenants whose lease is not in the standard form can request a standard lease.
 - If a Landlord does not provide one, a tenant may be able to exit their lease.
- Landlord and tenants can agree to additional terms- as long as these terms do not violate the RTA.
- If there are terms you require in the lease that the RTA does not provide for, make sure they are included.
 - Parking/other services, cleaning by landlord before occupation, smoke-free building, pet-free building, etc.
 - NB that landlord can decline to rent to you because of onerous conditions, as long as the rejection is not for discriminatory reasons.
 - A written agreement is safer than an oral agreement!



Standard form lease available at:

https://forms.mgcs.gov.on.ca/en/dataset/047-2229.

Compare any lease you are asked to sign with the standard form: All sections included that deal with tenants' rights? If not, red flag!

WHAT DEPOSITS CAN MY LANDLORD ASK FOR?

CAN ASK YOU FOR (LEGAL):

- A deposit equal to last month's rent.
 - Must go to rent for your last month
 - Typically "first & last"
- A key deposit equal to the cost of a key.
 - Cannot use this to collect a safety deposit
- Fees for NSF cheques.

CANNOT ASK YOU FOR (ILLEGAL):

- Damage/safety/cleaning deposits.
- Demanding post-dated cheques or direct deposit.
- Making you pre-pay rent.
 - But you can offer...and if you offer, the landlord is allowed to accept.
 - Many realtors will encourage/pressure international students to pre-pay rent for up to a year.
 - Be aware that this will make it more difficult and complicated for you to get out of your tenancy.

DO I NEED TENANT INSURANCE?

A landlord can require the purchase of tenant insurance as part of your lease.

Types of Insurance you would want to consider:

- Liability insurance = protects <u>you</u> against claims resulting from damage or injury to others (ex. your landlord, damage to neighboring units).
- Personal belongings
- Sewer backup
- Etc... check what your policy covers!

Ensure that you conduct research and due diligence before purchasing your tenant insurance. Call more than one company to compare prices and check they the company is reputable.

But tenant's insurance (or lack of it) doesn't excuse landlords from their obligations under the Act!

WHAT ARE MY RIGHTS AS A TENANT?

(Some of) Tenants' & Landlords' rights under the RTA

YOUR RIGHTS AS A TENANT

- Security of tenure (i.e. the legal right to stay until the tenancy is ended)
- Deemed renewal of lease at the end of a fixed term
- Rent control during the tenancy.
- ✓ Right to use the unit for all ordinary uses.
- Privacy.
- Guests (including roommates, as long as you still live in the unit)
- ✓ To have the landlord maintain the unit in a state of good repair.
- ✓ Accommodations for disability

YOUR LANDLORD'S RIGHTS

- ✓ Receiving rent on time
- ✓ Collecting a last month's rent deposit
- Limited rent increase once every 12 months
- ✓ Unlimited rent increase between tenants
- ✓ Entry in the unit for specific reasons
- Refusing sublet/assignment for just cause
- ✓ Terminating the tenancy for own use
- Terminating the tenancy for major renos

WHAT ARE MY OBLIGATIONS AS A TENANT?

(Some of) Tenants' & Landlords' Obligations under the RTA

YOUR OBLIGATIONS AS A TENANT

- ✓ Pay deposit and rent on time
- ✓ Maintain ordinary cleanliness
- ✓ No willful or negligent damage
- Don't bother or harass others
- No illegal acts that pose serious threats to the unit or your neighbours
- ✓ No endangering safety
- Don't interfere with the "reasonable enjoyment" of the landlord or other tenants

YOUR LANDLORD'S OBLIGATIONS

- ✓ Pay property taxes, fees
- ✓ Comply with housing standards
- ✓ Good state of repair
- ✓ Privacy: ≥24h notice of entry required
- Unless there's an emergency
- ✓ Don't bother/harass tenants
- ✓ No lockouts
- ✓ No discrimination; duty to accommodate protected differences (Human Rights Code)
- ✓ No retaliating if tenant exerts rights
- ✓ No substantial interferences with tenant's reasonable enjoyment

CAN MY LANDLORD ENTER MY APARTMENT?

Legal Entry with notice

- Minimum 24h in advance
- In writing
- Specifying time of entry between 8 am and 8 pm
- Only for specific reason: Repair or replacement, mortgage/insurance appraisal, inspection, or any reason specified in the lease

Legal Entry without notice

- Emergency
 - Leak, fire, anything that can't wait 24h
- Or with consent <u>at time of entry</u>

Illegal Entry: Any other entries into your private rental unit.



INTERNATIONAL STUDENTS AND HOUSING RIGHTS

International Students have the same rights under the RTA

- Being an international student does not affect your rights under the RTA.
 - But proceedings before the LTB/HRTO can take a long time
 - Some international students end up leaving the country before their cases are heard.
- Suing your landlord for violating your rights does not impact your immigration status.
- Your landlord cannot threaten you after you try to enforce your rights.

ROOMING HOUSES AND MULTI-TENANT HOUSES

RELEVANT TERMS:

Dwelling Room:

- A rented room used as non-self-contained living accommodation
- The room can contain its own washroom or its own kitchen, but cannot contain both

Multi-tenant House / Rooming House

- "A building with four or more dwelling rooms that may have shared common" washrooms and kitchens.
- Rooming houses are currently illegal in the GTA, and will continue to be illegal in Scarborough until 2024
- Many rooming houses operate illegally without the knowledge of the municipality

Does the RTA apply to rooming house?

- The RTA usually applies to these rentals, regardless of whether the unit is licensed or not. Tenants have the same protections as they would if they rented a full-unit apartment.
- The RTA does not apply to you if you share a bathroom and/or a kitchen with the owner or the owner's close family
- This exception only applies if the owner or the owner's close family lives in the unit before the tenant moves in

RENT INCREASE GUIDELINE

RENT INCREASE

- Landlords can lawfully increase rent according to the Residential Rent Increase Guideline set by the Government of Ontario
- Usually, rent for a residential unit can be increased 12 months after either: The last rent increase or The date the tenancy begins
- The landlord must give a tenant written notice of a rent increase at least 90 days before it takes effect.

RENT DECREASE

- Discounted rent is (generally) not your lawful rent!
- Landlords can give you a discount and then increase up to lawful rent once it expires

One major exception: Units created after November 2018

- New buildings, additions to existing buildings and most new basement apartments that are occupied for the first time for residential purposes after November 15, 2018 are exempt from rent control.
- This means that your landlord could raise the rent however much they want. But still only once every 12 months

Guideline = <u>maximum</u> a landlord can increase most tenants' rent during a year without the approval of the LTB and/or an agreement with their tenant

Previous rent increase guidelines

The chart below illustrates yearly rent increases, in Ontario, from 1991 to 2024.

Year	guideline (%)		
2024	2.5	•	Landlords can increase rent by
2023	2.5		2.5% effective January 2024
2022	1.2	_	
2021	0[1]		
		-	

2020

2.2

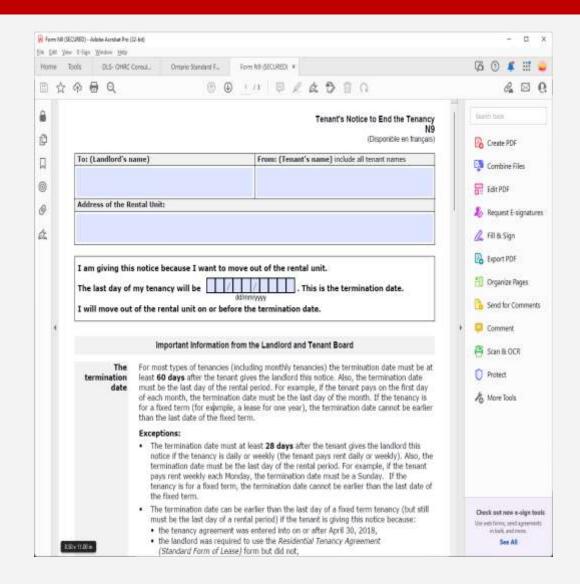
ENDING A LEASE AND MOVING OUT

What if you want to move out? You can...

- Give the required amount of notice.
- Reach an agreement with your landlord to end the tenancy.
- Assign your unit.
- Sublet your unit.
- Move out without your landlord's agreement, and demand that the landlord minimize their losses.

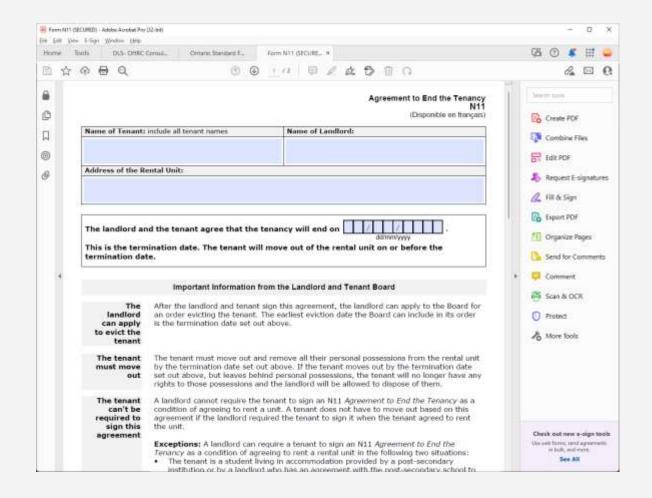
ENDING THE TENANCY WITH NOTICE

- Complete an N9 form (available on the website of the Landlord and Tenant Board) and give your landlord a copy.
- Month-to-month tenancy: must give 60 days' notice and last day of tenancy must be end of rental period (day before you pay rent)
- Fixed-term tenancy: must give 60 days' notice and last day of tenancy must be end of term.



ENDING THE TENANCY BY AGREEMENT

- A landlord and tenant can agree to end a tenancy whenever they want.
- A signed N11 form (Agreement to End the Tenancy) is not required but may help make terms of agreement clear.
- A landlord cannot force you to sign an N11!
- Once you have signed an N11, can't change your mind unless landlord agrees.
 Be certain that you want to move.
- Do not be pressured into signing an N11 if your landlord is renovicting you or if they are terminating the lease to move in themselves or a family member
 - You are entitled to compensation for these reasons!



ADDITIONAL RESOURCES



STEPS TO JUSTICE

https://stepstojustice.ca/legal-topic/housing-law/



COMMUNITY LEGAL EDUCATION ONTARIO

https://www.cleo.on.ca/en/resources-andpublications/housing-law



COMMUNITY AND LEGAL AID SERVICES PROGRAM (CLASP)

(416) 736-5029

BEST PRACTICES

View a rental unit **before** you move in, or have a friend view it

Take detailed pictures of the condition of the unit when you move in and out

Know your rights!

Ask questions, ask for reasons, get everything in writing

Be aware of the risks of prepayment If you're presented with an offer, take the time you need to think

Raise issues with your landlord ASAP, in writing, and keep all communications

- Get time-stamped photos/videos
- Write down names of witnesses

Gather all relevant information in case you need it

- Landlord's legal name, address, contact information
- Banking information (pay rent by cheque at least once)



How to Access CLASP Services

Call our office during business hours to complete an initial screening.

Mon 9:30 - 4:30pm Wed 9:30 - 4:30pm Thurs 9:30 - 4:30pm CLASP will contact you within 3 business days to conduct an intake interview. After receiving relevant documentation, we will conduct an application review with the supervising lawyer.

Within 10 days of receiving all requested documentation, we will provide a response to your application.